Codification:	§ 5-1-60-0-0-0-1
Title:	Resolution approving minutes of proceedings at the September 26, 2019 Regular Meeting of the Prospera Council and Technical Secretary
Promulgation Date:	October 10, 2019
Authority for Promulgation:	Próspera ZEDE ("PZ") Charter and Bylaws, as amended, §§1-3-36-0-0-0-3.05(4) and/or 3.09(8)

OPERATIVE TEXT OF PZ RULE/ACTION:

RESOLVED that the undersigned Technical Secretary promulgates with the prior approval of the trustees of the Próspera Council the following rule/action:

The attached minutes of proceedings at the September 26, 2019 Regular Meeting of the Prospera Council and Technical Secretary are approved.

ROLL CALL OF VOTES:

1.	**Approving Promulgation?**	**Yes**	**X**
		No	
		Abstain	
		Absent	
By:		**Open Seat**	
Name: Tristan M. Monterroso	**Title: Technical Secretary**		
Caveat(s) to Vote:			
2.	**Approving Promulgation?**	**Yes**	**X**
		No	
		Abstain	
		Absent	
By: Erick A. Brimen (Oct 19, 2019)		**Open Seat**	
Name: Erick A. Brimen	**Title: Council Secretary**		
Caveat(s) to Vote:			
3.	**Approving Promulgation?**	**Yes**	**X**
		No	
		Abstain	
		Absent	
By: Gabriel Delgado Ayau (Oct 17, 2019)		**Open Seat**	
Name: Gabriel Delgado Ayau	**Title: Council Trustee**		
Caveat(s) to Vote:			

4.	**Approving Promulgation?**	**Yes**	**X**
		No	
		Abstain	
		Absent	
By: Oliver W. Porter (Oct 15, 2019)		**Open Seat**	
Name: Oliver Porter	**Title: Council Trustee**		
Caveat(s) to Vote:			
5.	**Approving Promulgation?**	**Yes**	**X**
		No	
		Abstain	
		Absent	
By: Jeanette Doran (Oct 15, 2019)		**Open Seat**	
Name: Jeanette Doran	**Title: Council Trustee**		
Caveat(s) to Vote:			
6.	**Approving Promulgation?**	**Yes**	**X**
		No	
		Abstain	
		Absent	
By: Rodrigo Quercia (Oct 17, 2019)		**Open Seat**	
Name: Rodrigo Quercia	**Title: Council Treasurer**		
Caveat(s) to Vote:			
7.	**Approving Promulgation?**	**Yes**	
		No	
		Abstain	
		Absent	
By:		**Open Seat**	
Name:	**Title:**		
Caveat(s) to Vote:			
8.	**Approving Promulgation?**	**Yes**	
		No	
		Abstain	
		Absent	
By:		**Open Seat**	
Name:	**Title:**		
Caveat(s) to Vote:			

9.	**Approving Promulgation?**	**Yes**	
		No	
		Abstain	
		Absent	
By:		**Open Seat**	
Name:	**Title:**		
Caveat(s) to Vote:			
Technical Secretary Action			
PZ Rule/Action Promulgated with Prior Council Approval?		**Yes**	**X**
		No	
By:			
Name: Tristan M. Monterroso	**Title: Technical Secretary**		
Caveat(s) to Adoption:			
Council Secretary Certification			
Is this record certified as evidencing the official act of the PZ and duly noted in its public records?		**Yes**	**X**
		No	
By: Erick A. Brimen Erick A. Brimen (Oct 19, 2019)			
Name: Erick A. Brimen	**Title: Council Secretary**		
Caveat(s) to Certification:			

Codificación:	Véase la codificación especificada en la versión inglesa anterior.
Título:	Resolución por la que se aprueba el Acta de la Reunión Regular del Consejo de Prospera y de la Secretaría Técnica (26-9-2019)
Fecha de Promulgación:	10 de octubre de 2019
Autoridad para la Promulgación:	Estatutos y Reglamentos de Próspera ZEDE ("PZ"), según enmendados, §§1-3-36-0-0-0-3.05(4) y/o 3.09(8)

TEXTO OPERATIVO DE LA REGLA/ACCIÓN PZ:

RESUELVE que el Secretario Técnico abajo firmante promulgue, con la aprobación previa de los fideicomisarios del Consejo de Próspera, la siguiente regla/acción:

Se aprueba el Acta adjunta de las Actas de la Reunión Regular ante el Consejo de Prospera y la Secretaría Técnica del 26 de septiembre de 2019.

VOTACIÓN NOMINAL:

1.	**¿Aprobando la Promulgación?**	**Sí**	
Véase la lista de votaciones en la versión inglesa de arriba.		**No**	
		Abstenerse	
		Ausente	
Por:		**Asiento abierto**	

Nombre:	**Título:**
Advertencia(s) para votar:	

2.	**¿Aprobando la Promulgación?**	**Sí**	
Véase la lista de votaciones en la versión inglesa de arriba.		**No**	
		Abstenerse	
		Ausente	
Por:		**Asiento abierto**	
Nombre:	**Título:**		
Advertencia(s) para votar:			
3.	**¿Aprobando la Promulgación?**	**Sí**	
Véase la lista de votaciones en la versión inglesa de arriba.		**No**	
		Abstenerse	
		Ausente	
Por:		**Asiento abierto**	
Nombre:	**Título:**		
Advertencia(s) para votar:			

4.	**¿Aprobando la Promulgación?**	**Sí**	
Véase la lista de votaciones en la versión inglesa de arriba.		**No**	
		Abstenerse	
		Ausente	
Por:		**Asiento abierto**	
Nombre:	**Título:**		
Advertencia(s) para votar:			

5.	**¿Aprobando la Promulgación?**	**Sí**	
Véase la lista de votaciones en la versión inglesa de arriba.		**No**	
		Abstenerse	
		Ausente	
Por:		**Asiento abierto**	
Nombre:	**Título:**		
Advertencia(s) para votar:			
6.	**¿Aprobando la Promulgación?**	**Sí**	
Véase la lista de votaciones en la versión inglesa de arriba.		**No**	
		Abstenerse	
		Ausente	
Por:		**Asiento abierto**	
Nombre:	**Título:**		
Advertencia(s) para votar:			
7.	**¿Aprobando la Promulgación?**	**Sí**	
Véase la lista de votaciones en la versión inglesa de arriba.		**No**	
		Abstenerse	
		Ausente	
Por:		**Asiento abierto**	
Nombre:	**Título:**		
Advertencia(s) para votar:			

8.	**¿Aprobando la Promulgación?**	**Sí**	
Véase la lista de votaciones en la versión inglesa de arriba.		**No**	
		Abstenerse	
		Ausente	
Por:		**Asiento abierto**	
Nombre:	**Título:**		
Advertencia(s) para votar:			
9.	**¿Aprobando la Promulgación?**	**Sí**	
Véase la lista de votaciones en la versión inglesa de arriba.		**No**	
		Abstenerse	
		Ausente	
Por:		**Asiento abierto**	
Nombre:	**Título:**		
Advertencia(s) para votar:			
Acción de la Secretarío Técnico			
Regla/acción de PZ promulgado con la aprobación previa del Consejo?		**Sí**	**X**
		No	
Por: 			
Nombre: Tristan M. Monterroso	**Título: Secretarío Técnico**		
Advertencia(s) a la adopción:			

Certificación del Secretario del Consejo			
¿Está este registro certificado como evidencia del acto oficial de la PZ y debidamente anotado en sus registros públicos?		**Sí**	**X**
		No	
Por: Erick A. Brimen Erick A. Brimen (Oct 19, 2019)			
Nombre: Erick A. Brimen	**Título: Secretarío del Consejo**		
Advertencia(s) a la Certificación:			

PRÓSPERA ZEDE
REGULAR COUNCIL MEETING
LONG FORM MINUTES

Nature of Meeting:	Regular Meeting of the Technical Secretary and Council of the Próspera ZEDE, Republic of Honduras
Date of Meeting:	September 26, 2019
Time of Meeting:	7:30 a.m. Roatan Time (10:30 a.m. Eastern Time U.S.)
Address or Virtual Location of Meeting:	Between and among Technical Secretary and Council Members, as well as legislative counsel and policy advisor, and available by ZOOM
Agenda:	1. Approval of Minutes from September 18, 2018 Special Meeting. 2. Approval/disapproval of Third Amended GSP Agreement a. Selection Committee Meeting b. Selection Committee Report 3. Approval/disapproval of Trust Agreement Addendum 4. Civil Penalty Statute (updated/tabled) 5. Coral Reef Protection Statute (updated/tabled) 6. Landowners Selection Meeting Resolution (first hearing) 7. Article VI Council Action to Fix Selection of Landowner Representatives (first hearing) 8. Oath development

Attendees	Technical Secretary Tristan M. Monterroso Council Trustees Erick A. Brimen, Oliver Porter, Gabriel Delgado Ayau, Jeanette Doran, and Rodrigo Quercia Legal Advisor: Nick Dranias, Legislative Counsel/General Counsel, HPLLC Policy Advisor: Humberto Macias, Deputy General Counsel, HPLLC Interim ZNB Trustee: Nick Dranias, Nick Dranias Law & Policy Analysis LLC

The Regular Meeting called to order by Technical Secretary Tristan M. Monterroso under the August 23, 2018 Charter and Bylaws of the Próspera ZEDE, as amended on September 13, 2019, with a quorum being present at all times, with adequate notice, and without objection by all attendees.

1. Motion to authorize electronic voting subsequent to meeting pursuant to §§1-3-36-0-0-0-3.05(4) and 3.07(6) for any trustee who is unable to remain present for in-person meeting roll call and for any additional agenda item unanimously requested for consideration by Council trustees.

Motion: Erick Brimen
Second: Gabe Delgado

Aye: 5 - Monterosso, Brimen, Porter, Doran, Delgado
Nay: 0
Abstain/Absent: (1 absent (Quercia); 3 – open seats)
Disposition: PASSED

2. Motion by Council Secretary Erick A. Brimen to designate Ad Hoc Secretary and Council Trustee Oliver Porter to serve as Council Secretary for purposes of maintaining quorum for official action pursuant to §1-3-36-0-0-0-3.06(1).

Motion: Erick Brimen
Second: Gabe Delgado

Aye: 5 - Monterosso, Brimen, Porter, Doran, Delgado
Nay: 0
Abstain/Absent: (1 absent (Quercia); 3 – open seats)
Disposition: PASSED

3. Motion to suspend the rules.

Motion: Erick Brimen
Second: Gabe Delgado

Aye: 5 - Monterosso, Brimen, Porter, Doran, Delgado
Nay: 0
Abstain/Absent: (1 absent (Quercia); 3 – open seats)
Disposition: PASSED

4. Motion to approve the agenda.

Motion: Oliver Porter
Second: Gabe Delgado

Aye: 5 - Monterosso, Brimen, Porter, Doran, Delgado
Nay: 0
Abstain/Absent: (1 absent (Quercia); 3 – open seats)
Disposition: PASSED

5. Motion to bifurcate the meeting to allow GSP Selection Committee to meet, confer and issue a recommendation.

Motion: Oliver Porter
Second: Gabe Delgado

Aye: 5 - Monterosso, Brimen, Porter, Doran, Delgado
Nay: 0
Abstain/Absent: (1 absent (Quercia); 3 – open seats)
Disposition: PASSED

6. Findings of GSP Selection Committee by Chairman Oliver Porter relevant to assessment standard of: (a) Qualifications, Pricing, Networks and Experience, and (b) Start-up and Implementation Plan: (1) on May 13, 2019 the GSP RFP was duly released and the related resolution published at znbgps.hn/resolutions (now https://pzgps.hn/resolutions/); (2) on June 25, 2019, the RFP Response from North Bay GSP, Inc. was received by Selection Committee and transmitted to Council members; (3) on July 12, 2019, GSP Selection Committee received comments from outside pubic private partnership expert Dr. Byron Schlomach on modifications to RFP Response that would make the resulting contract commercially reasonable; (4) on July 24, 2019, Chairman Porter adopted comments of Dr. Schlomach and suggested additional modifications to RFP Response by North Bay GSP, Inc. to render the resulting contract commercially reasonable; (5) on July 27, 2019, Chairman Porter sent comments regarding the RFP Response to the North Bay GSP, Inc. whereupon the North Bay GSP, Inc. requested an extension of the time for responding and further requested extending the time for approving or disapproving the GSP RFP response from August 8, 2019 to September 26, 2019 due to a significant change in personnel and the paternity leave of an officer; (6) on August 1, 2019, after review and approval of the extension request by Dr. Byron Schlomach as commercially reasonable, the Council extended the period for approving or disapproving the GSP RFP response from August 8, 2019 to September 26, 2019 as per resolution §5-1-46-0-0-0-1; (7) on September 18, 2019, the North Bay GSP, Inc. submitted an Amended Response to the RFP for consideration by the Selection Committee; (8) on September 20, 2019, Chairman Porter requested and received from the council authority to conduct negotiations relative to the Amended Proposal; (9) intensive negotiations as evidenced by the accompanying email transmissions and related verbal conversations continued through September 25, 2019, resulting in the submission of a Second Amended Response to the RFP by North Bay GSP, Inc. and then a Third Amended Response to the RFP by North Bay GSP, Inc.; (10) on or about September 25, 2019, Dr. Byron Schlomach approved as commercially reasonable the Third Amended Response to the RFP; (11) comment by Chairman Oliver Porter that the Third Amended Response is good enough to recommend approval despite a deadlock on further adjustment of IP license terms; and (12) the determination that North Bay GSP, Inc. is entitled to a composite score of 200 points based on 60 points being awarded based on qualifications, pricing networks and experience and 140 points being awarded based on the start-up and implementation plan.

7. Motion by GSP Selection Committee to forward Third Amended Response to the RFP by North Bay GSP, Inc. to the Council with a recommendation to approve the same as substantively compliant with the May 13, 2019 RFP.

Motion: Gabe Delgado
Second: Tristan M. Monterroso

Aye: 3 - Monterosso, Porter, Delgado
Nay: 0
Abstain/Absent: (1 absent (Quercia); 1 open seat (formerly Gebel)).
Disposition: PASSED by GSP Selection Committee

8. Submission pursuant to authority granted by Council Action items 1 and 2 above of the following resolution to Adobe Electronic Voting by Unanimous Consent pursuant to §§1-3-36-0-0-0-3.05(4) and 3.07(6): to adopt GSP Selection Committee Recommendation as well as approve and authorize entry by Technical Secretary, ZEDE and Próspera Trust into GSP Agreement with North Bay GSP, Inc.

Motion: Oliver Porter
Second: Jeanette Doran

Aye: 4 - Monterosso, Porter, Doran, Delgado
Nay: 0
Abstain/Absent: (1 abstain (Brimen-to extent that the August 23, 2018 Charter and Bylaws governed the approval threshold for the motion under consideration); 1 absent (Quercia); 3 – open seats)
Disposition: PASSED - RESOLUTION TO BE PROMULGATED BY ADOBE SIGN CONSENT WITH ELECTRONIC VOTING.

Discussion: The council discussed the recommendations of the Selection Committee and Dr. Byron Schlomach. Each council member verbosely disclosed actual, apparent and potential conflicts of interest in relation to the matter under consideration; without limitation, such disclosures included both those contained in the RFP response and the following: (a) Tristan M. Monterroso disclosed that he had an approximately 3% interest in Honduras Próspera LLC, the sole owner of the North Bay GSP, Inc., which has been held in a Blind Trust since approximately December 31, 2018; (b) Jeanette K. Doran disclosed that she was previously retained as corporate counsel by NeWay Capital LLC and serviced its affiliates including Honduras Próspera LLC, of which NeWay Capital LLC held an approximately 70% interest, although she was not presently working on any active matters; (c) Gabriel Delgado Ayau disclosed his principal and ownership interest in Kayros Holdings LLC, which had an approximately 27% interest in Honduras Próspera LLC, as well as his board participation and CRO title with both Honduras Próspera LLC and NeWay Capital LLC, as well as his UAR position in Honduras Próspera LLC; (d) Oliver Porter disclosed his board position with NeWay Capital LLC as well as his UAR position with Honduras Próspera LLC; (e) Dranias disclosed his status as General Counsel for the North Bay GSP, Inc. as well as Honduras Próspera LLC and its parent NeWay Capital LLC, and further noted Rodrigo

Quercia's board participation in both Honduras Próspera LLC and NeWay Capital LLC (and ownership position in NeWay Capital LLC as well as UAR position in Honduras Próspera LLC), as well as Erick A. Brimen's board participation and officer position in both Honduras Próspera LLC and NeWay Capital LLC (and ownership position in NeWay Capital LLC), as well as his board participation in North Bay GSP, Inc. The foregoing actual, apparent, or potential conflicts of interest were deemed cleared pursuant to §1-3-36-0-0-0-3.11(4) of the Próspera Charter based on the finding that the proposed GSP Agreement was found to be commercially reasonable by Dr. Schlomach and substantially equivalent to what would be generated by arms-length negotiations.

9. Motion to approve Trust Agreement Addendum to add tax account and fee account, as well as clarify term of agreement and conform trustee authority to the Próspera Charter effective September 13, 2019.

Motion: Gabe Delgado
Second: Tristan Monterroso

Aye: 5 - Monterosso, Porter, Doran, Delgado, Brimen
Nay: 0
Abstain/Absent: (1 absent (Quercia); 3 – open seats)
Disposition: PASSED - RESOLUTION TO BE PROMULGATED BY ADOBE SIGN CONSENT WITH ELECTRONIC VOTING.

Discussion: Dranias reported successfully opening additional trust accounts to handle e-Gov fees, taxes, as well as registry fees; the elimination of policy making authority for the trustee under the Próspera Charter in light of the express characterization of the Próspera Council as itself the Organic Law's contemplated trust; as well as the need to clarify that the term of the agreement was 12 months, not 6 months.

10. Motion to approve Landowners Selection Meeting Resolution after amendment to reduce penalty for violating oath to $50,000 US.

Motion: Oliver Porter
Second: Gabe Delgado

Aye: 5 - Monterosso, Porter, Doran, Delgado, Brimen
Nay: 0
Abstain/Absent: (1 absent (Quercia); 3 – open seats)
Disposition: PASSED - RESOLUTION TO BE PROMULGATED BY ADOBE SIGN CONSENT WITH ELECTRONIC VOTING.

11. Motion to approve Council Action fixing time, manner and place of Landowners Selection after amendment to change time of commencement to 3:00 p.m. ET.

Motion: Tristan Monterroso
Second: Oliver Porter

Aye: 5 - Monterosso, Porter, Doran, Delgado, Brimen
Nay: 0
Abstain/Absent: (1 absent (Quercia); 3 – open seats)
Disposition: PASSED - RESOLUTION TO BE PROMULGATED BY ADOBE SIGN CONSENT WITH ELECTRONIC VOTING.

12. All other matters on agenda tabled after departure of Brimen, with Porter volunteering to draft oath.

13. Regular Meeting adjourned by Technical Secretary Tristan M. Monterroso.

The foregoing minutes are a true and accurate record of proceedings before the Council of the Próspera ZEDE at the aforesaid meeting, and I further certify the same for the public record after approval at the next meeting of the Council.

Erick A. Brimen
Erick A. Brimen (Oct 19, 2019)

Oct 19, 2019

Erick A. Brimen, Secretary Date

PRÓSPERA ZEDE
SESIÓN REGULAR DEL CONSEJO
MINUTAS DE FORMULARIOS LARGOS

Naturaleza de la reunión:	Reunión Regular de la Secretaría Técnica y del Consejo de la Próspera ZEDE, República de Honduras
Fecha de la reunión:	26 de septiembre de 2019
Hora de la reunión:	7:30 a.m. Hora de Roatán (10:30 a.m. Hora del Este de los EE.UU.)
Dirección o lugar virtual de la reunión:	Entre el Secretario Técnico y los miembros del Consejo, así como el asesor legislativo y el asesor de políticas, y disponible en ZOOM.
Agenda:	1. Aprobación de las Actas de la Reunión Extraordinaria del 18 de septiembre de 2018. 2. Aprobación/desaprobación del tercer Acuerdo SPG modificado a. Reunión del Comité de Selección b. Informe del Comité de Selección 3. Aprobación/desaprobación del apéndice del acuerdo de fideicomiso 4. Estatuto de la pena civil (actualizado/presentado) 5. Estatuto de Protección de Arrecifes Coralinos (actualizado/presentado) 6. Resolución de la Reunión de Selección de Propietarios (primera audiencia) 7. Artículo VI Acción del Consejo para fijar la selección de los representantes de los propietarios de tierras (primera audiencia) 8. Desarrollo del juramento

Asistentes	Secretario Técnico Tristán M. Monterroso Miembros del Consejo Erick A. Brimen, Oliver Porter, Gabriel Delgado Ayau, Jeanette Doran y Rodrigo Quercia Asesora Jurídica: Nick Dranias, Consejero Legislativo/Consejero General, HPLLC Asesor de políticas: Humberto Macias, Consejero General Adjunto, HPLLC Síndico interino de la ZNB: Nick Dranias, Nick Dranias Law & Policy Analysis LLC

La Reunión Regular fue convocada por el Secretario Técnico Tristán M. Monterroso bajo los Estatutos y Reglamentos de la Próspera ZEDE del 23 de agosto de 2018, modificados el 13 de septiembre de 2019, con un quórum presente en todo momento, con la debida antelación y sin objeción de todos los asistentes.

1. 1. Moción para autorizar la votación electrónica después de la reunión de conformidad con las §§1-3-36-0-0-0-0-3.05(4) y 3.07(6) para cualquier custodio que no pueda permanecer presente para el pase de lista en persona y para cualquier punto adicional de la agenda que se solicite por unanimidad para su consideración por parte de los custodios del Consejo.

Movimiento: Erick Brimen
Segundo: Gabe Delgado

Sí: 5 - Monterosso, Brimen, Porter, Doran, Delgado
No: 0
Abstención/Ausencia: (1 ausente (Quercia); 3 - escaños vacantes)
Disposición: APROBADO

2. Moción del Secretario del Consejo Erick A. Brimen para designar al Secretario Ad Hoc y Fideicomisario del Consejo Oliver Porter para servir como Secretario del Consejo con el propósito de mantener el quórum para la acción oficial de conformidad con §1-3-36-0-0-0-3.06(1).

Movimiento: Erick Brimen
Segundo: Gabe Delgado

Sí: 5 - Monterosso, Brimen, Porter, Doran, Delgado
No: 0
Abstención/Ausencia: (1 ausente (Quercia); 3 - escaños vacantes)
Disposición: APROBADO

3. Moción para suspender las reglas.

Movimiento: Erick Brimen
Segundo: Gabe Delgado

Sí: 5 - Monterosso, Brimen, Porter, Doran, Delgado
No: 0
Abstención/Ausencia: (1 ausente (Quercia); 3 - escaños vacantes)
Disposición: APROBADO

4. Moción para aprobar la agenda.

Moción: Oliver Porter
Segundo: Gabe Delgado

Sí: 5 - Monterosso, Brimen, Porter, Doran, Delgado
No: 0
Abstención/Ausencia: (1 ausente (Quercia); 3 - escaños vacantes)
Disposición: APROBADO

5. Moción para bifurcar la reunión para permitir que el Comité de Selección del SGP se reúna, confiera y emita una recomendación.

Moción: Oliver Porter

Segundo: Gabe Delgado

Sí: 5 - Monterosso, Brimen, Porter, Doran, Delgado
No: 0
Abstención/Ausencia: (1 ausente (Quercia); 3 - escaños vacantes)
Disposición: APROBADO

6. Hallazgos del Comité de Selección del SGP por el Presidente Oliver Porter relevantes para el estándar de evaluación de: (a) Calificaciones, Precios, Redes y Experiencia, y (b) Plan de Puesta en Marcha e Implementación: (1) el 13 de mayo de 2019 se publicó debidamente el RFP del GSP y la resolución correspondiente en znbgps.hn/resolutions (ahora https://pzgps.hn/resolutions/); (2) el 25 de junio de 2019, la RFP Response de North Bay GSP, Inc. fue recibido por el Comité de Selección y transmitido a los miembros del Consejo; (3) el 12 de julio de 2019, el Comité de Selección del SGP recibió comentarios del experto externo en asociaciones públicas y privadas, el Dr. Byron Schlomach, sobre las modificaciones a la Respuesta de la RFP que harían que el contrato resultante fuera comercialmente razonable; (4) el 24 de julio de 2019, el Presidente Porter adoptó los comentarios del Dr. Schlomach y sugirió modificaciones adicionales a la Respuesta de RFP por parte de North Bay GSP, Inc. para que el contrato resultante fuera comercialmente razonable; (5) el 27 de julio de 2019, el Presidente Porter envió comentarios con respecto a la Respuesta de RFP a North Bay GSP, Inc. con posterioridad a lo cual North Bay GSP, Inc. solicitó una prórroga del plazo para responder y solicitó además que se prorrogara el plazo para aprobar o desaprobar la respuesta al Pliego de Cargos del GSP del 8 de agosto de 2019 al 26 de septiembre de 2019 debido a un cambio significativo en el personal y a la licencia de paternidad de un funcionario; (6) el 1 de agosto de 2019, después de la revisión y aprobación de la solicitud de prórroga por parte del doctor. Byron Schlomach como comercialmente razonable, el Consejo extendió el período para aprobar o desaprobar la respuesta de la RFP del GSP del 8 de agosto de 2019 al 26 de septiembre de 2019 según la resolución §5-1-46-0-0-0-1; (7) el 18 de septiembre de 2019, el North Bay GSP, Inc. presentó una Respuesta Enmendada al Pliego de Cargos para su consideración por el Comité de Selección; (8) el 20 de septiembre de 2019, el Presidente Porter solicitó y recibió de la autoridad del Consejo para llevar a cabo negociaciones relativas a la Propuesta Enmendada; (9) negociaciones intensivas, como se evidencia en las transmisiones de correo electrónico que acompañan y en las conversaciones verbales relacionadas, que continuaron hasta el 25 de septiembre de 2019, lo que resultó en la presentación de una Segunda Respuesta Enmendada al Pliego de Cargos de Cargos de Cargos por parte de North Bay GSP, Inc. y luego una Tercera Respuesta Enmendada al Pliego de Cargos por parte de North Bay GSP, Inc; (10) el 25 de septiembre de 2019 o alrededor de esa fecha, el Dr. Byron Schlomach aprobó como comercialmente razonable la Tercera Respuesta Enmendada al Pliego de Cargos; (11) el comentario del Presidente Oliver Porter de que la Tercera Respuesta Enmendada es lo suficientemente buena como para recomendar su aprobación a pesar del estancamiento en el que se encuentran los términos de las licencias de PI; y (12) la determinación de que North Bay GSP, Inc. tiene derecho a una puntuación compuesta de 200 puntos sobre la base de 60 puntos

otorgados en función de las cualificaciones, las redes de precios y la experiencia, y de 140 puntos otorgados sobre la base del plan de puesta en marcha y aplicación.

7. Moción del Comité de Selección del GSP para enviar la Tercera Respuesta Enmendada al Pliego de Cargos por parte de North Bay GSP, Inc. al Consejo con la recomendación de aprobar la misma, ya que cumple sustancialmente con el Pliego de Cargos del 13 de mayo de 2019.

Moción: Gabe Delgado
Segundo: Tristán M. Monterroso

Sí: 3 - Monterosso, Porter, Delgado
No: 0
Abstención/Ausencia: (1 ausente (Quercia); 1 vacante abierta (antes Gebel)).
Disposición: Aprobado por el Comité de Selección del SPG

8. Presentación, de conformidad con la autoridad otorgada por la Acción del Consejo puntos 1 y 2 de la siguiente resolución, de la siguiente resolución a Adobe Electronic Voting by Unanimous Consent de conformidad con los §§1-3-36-0-0-0-0-3.05(4) y 3.07(6): adoptar la Recomendación del Comité de Selección del SPG, así como aprobar y autorizar la entrada del Secretario Técnico, ZEDE y Próspera Trust en el Acuerdo del SPG con North Bay GSP, Inc.

Moción: Oliver Porter
Segundo: Jeanette Doran

Sí: 4 - Monterosso, Porter, Doran, Delgado
No: 0
Abstención/Ausencia: (1 abstención (Brimen - en la medida en que los Estatutos y Reglamentos del 23 de agosto de 2018 rigen el umbral de aprobación de la moción bajo consideración); 1 ausencia (Quercia); 3 - asientos abiertos).
Disposición: APROBADA - RESOLUCIÓN A SER PROMULGADA POR CONSENTIMIENTO DE ADOBE CON VOTO ELECTRÓNICO.

Discusión: El Consejo discutió las recomendaciones del Comité de Selección y del Dr. Byron Schlomach. Cada miembro del consejo reveló verbalmente los conflictos de intereses reales, aparentes y potenciales en relación con el asunto bajo consideración; sin limitación, dichas revelaciones incluyeron tanto las contenidas en la respuesta al RFP como las siguientes: (a) Tristan M. Monterroso reveló que tenía una participación de aproximadamente el 3% en Honduras Próspera LLC, el único propietario de North Bay GSP, Inc, que se ha mantenido en un fideicomiso ciego desde aproximadamente el 31 de diciembre de 2018; (b) Jeanette K. Doran reveló que anteriormente fue contratada como asesora corporativa por NeWay Capital LLC y

prestó servicios a sus afiliadas, incluyendo Honduras Próspera LLC, de la cual NeWay Capital LLC tenía una participación de aproximadamente el 70%, aunque actualmente no estaba trabajando en ningún asunto activo; (c) Gabriel Delgado Ayau reveló su capital y participación en Kayros Holdings LLC, que tenía una participación de aproximadamente el 27% en Honduras Próspera LLC, así como su participación en el directorio y el título de CRO con Honduras Próspera LLC y NeWay Capital LLC, así como su posición en UAR en Honduras Próspera LLC; (d) Oliver Porter reveló su posición en la junta directiva de NeWay Capital LLC, así como su posición en UAR con Honduras Próspera LLC; (e) Dranias reveló su condición de Asesor General de North Bay GSP, Inc. así como Honduras Próspera LLC y su casa matriz NeWay Capital LLC, y también destacó la participación de Rodrigo Quercia en el directorio de Honduras Próspera LLC y NeWay Capital LLC (y la posición de propiedad en NeWay Capital LLC, así como la posición de UAR en Honduras Próspera LLC), así como Erick A. La participación de Brimen en el directorio y la posición de funcionario tanto en Honduras Próspera LLC y NeWay Capital LLC (y la posición de propiedad en NeWay Capital LLC), así como su participación en el directorio de North Bay GSP, Inc. Los anteriores conflictos de interés reales, aparentes o potenciales se consideraron resueltos de conformidad con el §1-3-3-36-0-0-0-0-3.11(4) de la Carta de Próspera, sobre la base de la conclusión de que el Acuerdo SGP propuesto fue considerado comercialmente razonable por el Dr. Schlomach y sustancialmente equivalente a lo que se generaría en las negociaciones a distancia.

9. Moción para aprobar el Anexo del Acuerdo de Fideicomiso para agregar la cuenta de impuestos y la cuenta de honorarios, así como para aclarar el término del acuerdo y conformar la autoridad del fideicomisario a la Carta de Próspera a partir del 13 de septiembre de 2019.

Moción: Gabe Delgado
Segundo: Tristán Monterroso

Sí: 5 - Monterosso, Porter, Doran, Delgado, Brimen
No: 0
Abstención/Ausencia: (1 ausente (Quercia); 3 - escaños vacantes)
Disposición: APROBADA - RESOLUCIÓN A PROMULGARSE POR CONSENTIMIENTO ADOBE SIGNIFICADO CON VOTO ELECTRÓNICO.

Discusión: Dranias reportó la apertura exitosa de cuentas de fideicomiso adicionales para manejar los honorarios del Gobierno Electrónico, los impuestos, así como los honorarios de registro; la eliminación de la autoridad de elaboración de políticas para el fideicomisario bajo el Acta Constitutiva de Próspera a la luz de la caracterización expresa del Consejo de Próspera como en sí mismo el fideicomiso contemplado en la Ley Orgánica; así como la necesidad de aclarar que el plazo del acuerdo era de 12 meses, no de 6 meses.

10. Moción para aprobar la Resolución de la Reunión de Selección de Propietarios después de la enmienda para reducir la pena por violar el juramento a $50,000 US.

Moción: Oliver Porter
Segundo: Gabe Delgado

Sí: 5 - Monterosso, Porter, Doran, Delgado, Brimen
No: 0
Abstención/Ausencia: (1 ausente (Quercia); 3 - escaños vacantes)
Disposición: APROBADA - RESOLUCIÓN A PROMULGARSE POR CONSENTIMIENTO ADOBE SIGNIFICADO CON VOTO ELECTRÓNICO.

11. Moción para aprobar la Acción del Consejo fijando la hora, la manera y el lugar de la Selección de los Propietarios después de la enmienda para cambiar la hora de inicio a las 3:00 p.m. ET.

Moción: Tristán Monterroso
Segundo: Oliver Porter

Sí: 5 - Monterosso, Porter, Doran, Delgado, Brimen
No: 0
Abstención/Ausencia: (1 ausente (Quercia); 3 - escaños vacantes)
Disposición: APROBADA - RESOLUCIÓN A PROMULGARSE POR CONSENTIMIENTO ADOBE SIGNIFICADO CON VOTO ELECTRÓNICO.

12. Todos los demás asuntos en la agenda fueron presentados después de la partida de Brimen, y Porter se ofreció como voluntario para redactar el juramento.

13. La Reunión Ordinaria fue clausurada por el Secretario Técnico Tristán M. Monterroso.

Las actas anteriores son un registro verdadero y preciso de los procedimientos ante el Consejo de la Próspera ZEDE en la reunión mencionada, y certifico además que las mismas se harán públicas después de su aprobación en la próxima reunión del Consejo.

Erick A. Brimen
Erick A. Brimen (Oct 19, 2019)

Oct 19, 2019

Erick A. Brimen, Secretario Fecha

From:	Oliver Porter
To:	gabe@newaycapital.com; "Rodrigo Quercia"; "Tristan Monterroso"; jdoran@ndlawpolicy.com; "Erick A. Brimen"
Subject:	GSP RFP proposal amendments
Date:	Friday, September 20, 2019 7:55:29 PM

To: Selection Committee – GSP RFP
From: Oliver Porter – Coordinator

You have received the amended GSP Proposal submitted in response to the Committee's questions (dated July 27, 2019), following the original proposal. In my opinion, the amended version satisfactorily addresses all of the questions except two: Section 9.0 Consideration and Section 20.0 Rights of Data; Copyrights; and Disclosure.

I am making two requests of the Committee to make the process more expedient and efficient.

1. Review the amended Proposal and provide questions, comments and revisions to me by September 24, 2019.

2. Allow me to negotiate directly with the proposer on Sections 9.0 and 20.0. I will assume your concurrence to open negotiations unless I receive a dissent by any member by September 24, 2019

Of course, no approval of the Proposal will be issued until the full Selection Committee has had the opportunity to review and approve the final version.

The above process will allow us to stay on the timeline set forth in the RFP.

Thank you for your consideration.
Oliver Porter

From: Oliver Porter
To: "Nicholas Dranias"
Cc: "Erick A. Brimen"
Subject: RE: Nicholas Dranias has copied you on Amended GSP RFP Proposal Signature Ready-Final.
Date: Wednesday, September 18, 2019 1:14:02 PM

On behalf of the Selection Committee, I acknowledge receipt of the Amended GSP RFP Proposal dated September 18, 2019.
Oliver W. Porter
Coordinator

From: Nicholas Dranias [mailto:echosign@echosign.com]
Sent: Tuesday, September 17, 2019 7:48 PM
To: oporter@newaycapital.com
Subject: Nicholas Dranias has copied you on Amended GSP RFP Proposal Signature Ready-Final.

Attached is Your Copy (Cc) of **Amended GSP RFP Proposal Signature Ready-Final**

Nicholas Dranias has copied you on Amended GSP RFP Proposal Signature Ready-Final. **After all participants complete the document you will receive a final PDF copy by email.**

To: Nicholas Jenkins and ebrimen@newaycapital.com
From: Nicholas Dranias (Nick Dranias Law & Policy Analysis LLC)

Please review and complete Amended GSP RFP Proposal Signature Ready-Final.

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From:	ndranias@ndlawpolicy.com
To:	bschlomach@1889institute.org
Subject:	FW: Amended GSP RFP Proposal Signature Ready-Final between Nick Dranias Law & Policy Analysis LLC, ERICK A. BRIMEN and Nicholas Jenkins is Signed and Filed!
Date:	Wednesday, September 18, 2019 8:54:56 AM
Attachments:	Amended GSP RFP Proposal Signature Ready-Final - signed.pdf

Byron – here is the amended GSP agreement taking into consideration your earlier comments. The council needs to approve or disapprove by September 26. Could you coordinate with Oliver and offer your final opinion?

_____

Nick Dranias, esq.

Nick Dranias Law & Policy Analysis LLC

www.ndlawpolicy.com

3145 E. Chandler Blvd., Ste 110

Phoenix, AZ 85048

Mobile: 602-228-2582

Office: 602-539-2703

Fax: 602-483-1658

skype: Nick.Dranias

ndranias@ndlawpolicy.com

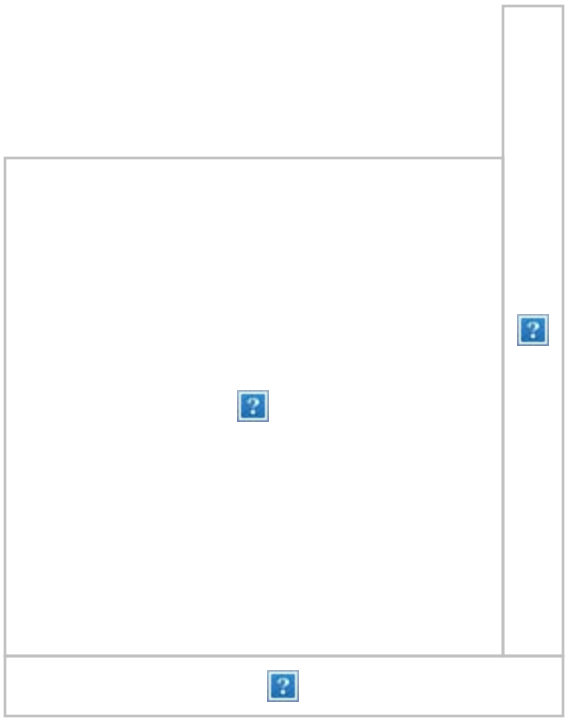
Practicing under authority of licensure in Arizona, Illinois, Minnesota, Texas and Washington, DC, California Rules of Court, Rule 9.48(c), Delaware Lawyer's Rules of Professional Conduct, Rule 5.5(c)(4), North Carolina Rules of Professional Conduct, Rule 5.5(c)(2), (4), and (d)(2), and Wyoming Rules of Professional Conduct, Rule 5.5(c) and (d). Not admitted to the State Bars of California, Delaware, North Carolina or Wyoming.

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From: Adobe Sign <echosign@echosign.com>
Sent: Wednesday, September 18, 2019 8:36 AM
To: ERICK A. BRIMEN <ebrimen@newaycapital.com>; Nicholas Jenkins <njenkins@newaycapital.com>; Nicholas Dranias <ndranias@ndlawpolicy.com>
Cc: Oliver Porter <oliverporter1@comcast.net>; gdelgado@newaycapital.com; Jeanette Doran <jdoran@ndlawpolicy.com>; rquercia@newaycapital.com; tristan@zedenorthbay.org; oporter@newaycapital.com
Subject: Amended GSP RFP Proposal Signature Ready-Final between Nick Dranias Law & Policy Analysis LLC, ERICK A. BRIMEN and Nicholas Jenkins is Signed and Filed!



Amended GSP RFP Proposal Signature Ready-Final between Nick Dranias Law & Policy Analysis LLC, ERICK A. BRIMEN and Nicholas Jenkins is Signed and Filed!



To: ERICK A. BRIMEN, Nicholas Jenkins and Nicholas Dranias

Cc: Oliver Porter, gdelgado@newaycapital.com, Jeanette Doran, rquercia@newaycapital.com, and 2 more

Attached is a final copy of **Amended GSP RFP Proposal Signature Ready-Final**.

Copies have been automatically sent to all parties to the agreement.

You can view **the document** in your Adobe Sign account.

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From:	Byron Schlomach
To:	Erick A. Brimen; Oliver Porter
Cc:	Nick Dranias; Rodrigo Quercia; gabe@newaycapital.com; jdoran@ndlawpolicy.com; tristan@zedenorthbay.org
Subject:	RE: GSP RFP timeline
Date:	Tuesday, July 30, 2019 12:54:47 PM

After getting some additional detail from Nick Dranias in order to get a full picture, and given the overall circumstances and negligible impact on future deadlines, I consider this action relatively benign and, therefore, commercially reasonable.

Byron

Byron Schlomach, Ph.D.
Director
1889 Institute (www.1889institute.org)
(405) 646-3272

From: Erick A. Brimen [mailto:ebrimen@newaycapital.com]
Sent: Monday, July 29, 2019 9:11 PM
To: Oliver Porter <oliverporter1@comcast.net>
Cc: Byron Schlomach <bschlomach@1889institute.org>; Nick Dranias <ndranias@secure-newaycapital.com>; Rodrigo Quercia <rodrigo@newayfunds.com>; gabe@newaycapital.com; jdoran@ndlawpolicy.com; tristan@zedenorthbay.org
Subject: Re: GSP RFP timeline

I agree - but before I cast my vote, I request the expert opinion of Dr. Byron Schlomach (whom I copy) with regards to the commercial reasonableness is this. I do so out of abundance of caution given that I am also directly in the side of the GSP for this particular matter.

On Mon, Jul 29, 2019 at 9:53 PM Oliver Porter <oliverporter1@comcast.net> wrote:

> GSP RFP Selection Committee
>
> An RFP for a General Service Provider was issued on May 9, 2019.
> A proposal by North Bay GSP, Inc. (Proposer) was received on June 25, 2019.
> The Selection Committee issued a response on July 27, with the request that North Bay GSP, Inc. respond by August 2, 2019.
> Subsequently, the following has been received from the Proposer, requesting a delay in the time table due to the unavailability of key personnel, and the timing of CAMP concurrence with the recently approved Charter
>
> "**September 26, 2019** ***(further extended from August 8, 2019, which was previously***

> ***extended from the original deadline of July 25, 2019)*: ZNB Council approves proposal or rejects and returns proposal, requesting modifications. If ZNB Council approves proposal, ZNB Trust accepts proposal and enters into contract with GSP designated by Promoter/Organizer.**
>
> I recommend the acceptance of the new time table as proposed by North Bay GSP, Inc.In my opinion this change will not delay the overall time table as set forth in the RFP.
>
> Please indicate your acceptance/rejection of the change by August 1, 2019.
> Oliver W. Porter

--

Erick A. Brimen

CEO | NEWAY Capital LLC
http://www.newaycapital.com

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From:	Nick Dranias
To:	Oliver Porter
Cc:	Oliver Porter; "Erick A. Brimen"; "Gabriel Delgado Ayau"; "Rodrigo Quercia"; "Nicholas Jenkins"; "Jeanette Doran"; Tristan Monterroso
Subject:	North Bay GSP, Inc. request for further extension of deadline Re: GSP RFP letter to proposer
Date:	Monday, July 29, 2019 5:46:51 PM

Dear Mr. Porter, Chairman of the GSP RFP Selection Committee:

In my capacity as Secretary of the North Bay GSP, Inc., this correspondence is sent in response to the Selection Committee's proposal to the ZNB Council and Technical Secretary relative to North Bay GSP, Inc.'s response to the GSP RFP.

It is our understanding that the Council has a deadline of August 8, 2019 (2 weeks from the original deadline of July 25, 2019) to accept or reject the Selection Committee's recommendations and to issue an approval or rejection of North Bay GSP, Inc.'s response to the RFP. I am aware of no objection from North Bay GSP, Inc. to this extended deadline.

However, as you know, Dr. Titus Gebel resigned from his positions on the board and as an officer with SDEH, and as an officer with NeWay Capital LLC on or about July 17, 2019. On July 26, 2019, Dr. Gebel also made clear by email transmission that his resignation applied to his position as President/CEO of North Bay GSP, Inc. and as a board member of the entity as well. Additionally, North Bay GSP, Inc. Board Chairman Erick Brimen is on paternity leave through August 7, with his wife having given birth to his third child on or about July 22. Further, it appears all but certain that the Amended and Restated Charter will not be fully approved by CAMP before the August 8, 2019 deadline even though the Amended and Restated Charter will contain material new provisions that will clarify the flexibility North Bay GSP, Inc. has in appointing a new CEO.

Given these circumstances, it seems reasonable that you kindly consider for Selection Committee recommendation to the Council at its next regular meeting a further extension of the August 8, 2019 deadline for the Council to approve or reject North Bay GSP, Inc.'s response to the RFP until the first regular meeting of the Council after the Amended and Restated Charter is fully approved by CAMP, which is expected on or before September 12, 2019. No other deadlines would need to be adjusted.

In short, the following extended deadline is requested:

September 26, 2019 *(further extended from August 8, 2019, which was previously extended from the original deadline of July 25, 2019)*: ZNB Council approves proposal or rejects and returns proposal, requesting modifications. If ZNB Council approves proposal, ZNB Trust accepts proposal and enters into contract with GSP designated by Promoter/Organizer.

This requested further extension would not materially prejudice the Council's consideration of the North Bay GSP, Inc.'s proposal because the current RFP contemplates that the rejection of North Bay GSP, Inc.'s proposal on August 8, 2019 would only have the effect of activating the deadline of November 8, 2019 (2 weeks from the original deadline of October 25, 2019) for submission of a revised proposal to the Selection Committee. The North Bay GSP, Inc. is not currently seeking to extend that November 8, 2019 deadline or any subsequent deadline.

Your response is requested.

Very truly yours,

Nick Dranias, esq.

General Counsel | NEWAY Capital LLC*
www.newaycapital.com

* Acting from time to time as General Counsel on behalf of affiliated entities, including Honduras Próspera LLC (f/k/a Sociedad para el Desarrollo Socioeconómico de Honduras, LLC)

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------- Original Message -------
On Saturday, July 27, 2019 7:41 AM, Nick Dranias <ndranias@secure-newaycapital.com> wrote:

> Thank you. I will present to the board of North Bay GSP, Inc. in connection with other matters relating to the resignation of Dr. Titus Gebel on Monday.
>
> Nick Dranias, esq.
>
> General Counsel | NEWAY Capital LLC*
> www.newaycapital.com
>
> * Acting from time to time as General Counsel on behalf of affiliated entities, including Sociedad para el Desarrollo Socioeconómico de Honduras, LLC
>
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>
> On Sat, Jul 27, 2019 at 6:59 AM, Oliver Porter <oliverporter1@comcast.net> wrote:
>
> > Selection Committee
> >
> > No response has been received to my message of the 24th concerning the Selection Committee response to the GSP RFP Proposer. If no

input is received before 6:00 PM today I intend to send the message that was include in my July 24, Email and copied below.

Oliver

Erick A. Brimen, CEO, SDEH
July 27, 2019
1875 Connecticut Ave. NW
10th Floor
Washington, D. C. 2009

In response to the "Response to Request for Proposal" dated June 25, the GSP RFP Selection Committee for the Council of ZEDE North Bay (ZNB) hereby notifies the North Bay GSP, Inc. (Proposer) that for the most part, the Committee views the Proposal favorably, but acceptance of the proposal is dependent upon the negotiation of several factors that are described below.

The following are issues/corrections that have been identified within the proposal. We request that Proposer either: (1) agree with the changes and provide (electronically) a revised Proposal, or, (2) provide a statement with alternative language for further consideration and negotiation.

A. add 7.8: The GSP may at its own expense transfer to the ZNB, temporary personnel to meet one-time or transitory service needs of the ZNB in fulfillment of the Scope of Service herein.

B. 9.1: In last line change "greater" to "lesser".

C. 9.1.2: Further define "fees for services" by inserting: "fees for services, billed by the GSP directly to customers that are not included in the Scope of Services".

D. 9.1.2 "reimbursable expenses" is too vague and open ended. Suggest: replace "reimbursable expenses" with "expenses for expenditures on behalf of the ZNB, by the GSP, that are not included

in the contract. Such expenses must be preapproved by the Council if the individual expense exceeds $1000 dollars".

E. 9.1.2(b) the phrase "... and proportionately reduce the amount" is vague and confusing. Suggest replace with "… and to reduce the payment proportionate to the cost of services provided by others, divided by the cost of total services provided under the contract"

F. In both the "Presentation of Proposed Scope of Services" and "Exhibit A - Scope of Services", under "Service Tranche 2" the "section 15.3" should be replaced with "15.2".

G. Please furnish for the record, in accordance with 2.1.4 of the RFP, brief Descriptions of the officers and key team members qualifications. These may be furnished electronically in a separate document.

H. Section 20 - In general, the usual approach to the issue of rights for work products, data and copyrights is to distinguish between such materials that are provided exclusively for the Organization to be served and those that are generic. Materials/programs that are created or customized to provide contracted services for the Organization should become the property of the Organization, while generic programs/materials are to remain the property of the Proposer. It is requested that Section 20 be re-worked to reflect such a division of rights.

The following typos were noted in the Proposal and may be corrected on the electronic version.

1. In both the "Presentation of Proposed Scope of Services" and "Exhibit A Scope of Services", under "Service Tranche 2," section "15.3" should be replaced with "15.2".

2. On Proposal page 20 of 21- second line from the bottom, "submit" should be

   "submits".

A response to this request is needed by August 2, 2019.

Please be aware that the ZNB Council has approved a two week delay in all dates specified in section 1.3 (Time table) beginning with the July 25, 2019 date

Oliver W. Porter
Chairman, GSP RFP Selection Committee

From:	Nick Dranias
To:	Oliver Porter; "Erick A. Brimen"; gabe@neweycapital.com; tristan@zedenorthbay.org; jdoran@ndlawpolicy.com; "Rodrigo Quercia"
Subject:	Re: GSP RFP letter to proposer
Date:	Saturday, July 27, 2019 7:41:56 AM

Thank you. I will present to the board of North Bay GSP, Inc. in connection with other matters relating to the resignation of Dr. Titus Gebel on Monday.

Nick Dranias, esq.

General Counsel | NEWAY Capital LLC*
www.newaycapital.com

* Acting from time to time as General Counsel on behalf of affiliated entities, including Sociedad para el Desarrollo Socioeconómico de Honduras, LLC

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> Selection Committee
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>
> Oliver
>
> Erick A. Brimen, CEO, SDEH July 27, 2019
> 1875 Connecticut Ave. NW
> 10th Floor
> Washington, D. C. 2009
>
> In response to the “Response to Request for Proposal” dated June 25, the GSP RFP Selection Committee for the Council of ZEDE North Bay (ZNB) hereby notifies the North Bay GSP, Inc. (Proposer) that for the most part, the Committee views the Proposal favorably, but acceptance of the proposal is dependent upon the negotiation of several factors that are described below.
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A. add 7.8: The GSP may at its own expense transfer to the ZNB, temporary personnel to meet one-time or transitory service needs of the ZNB in fulfillment of the Scope of Service herein.

B. 9.1: In last line change “greater” to “lesser”.

C. 9.1.2: Further define “fees for services” by inserting: “fees for services, billed by the GSP directly to customers that are not included in the Scope of Services”.

D. 9.1.2 “reimbursable expenses” is too vague and open ended.
Suggest: replace “reimbursable expenses” with “expenses for expenditures on behalf of the ZNB, by the GSP, that are not included in the contract. Such expenses must be preapproved by the Council if the individual expense exceeds $1000 dollars”.

E. 9.1.2(b) the phrase “... and proportionately reduce the amount” is vague and confusing. Suggest replace with “… and to reduce the payment proportionate to the cost of services provided by others, divided by the cost of total services provided under the contract”

F. In both the “Presentation of Proposed Scope of Services” and “Exhibit A - Scope of Services”, under “Service Tranche 2” the “section 15.3” should be replaced with “15.2”.

G. Please furnish for the record, in accordance with 2.1.4 of the RFP, brief Descriptions of the officers and key team members qualifications. These may be furnished electronically in a separate document.

H. Section 20 - In general, the usual approach to the issue of rights for work products, data and copyrights is to distinguish between such materials that are provided exclusively for the Organization to be served and those that are generic. Materials/programs that are created or customized to provide contracted services for the Organization should become the property of the Organization, while generic programs/materials are to remain the property of the Proposer. It is requested that Section 20 be re-worked to reflect such a division of rights.

The following typos were noted in the Proposal and may be corrected on the electronic version.

1. In both the “Presentation of Proposed Scope of Services” and “Exhibit A Scope of Services”, under ”Service Tranche 2,” section “15.3” should be replaced with “15.2”.

2. On Proposal page 20 of 21- second line from the bottom, “submit” should be

"submits".

A response to this request is needed by August 2, 2019.

Please be aware that the ZNB Council has approved a two week delay in all dates specified in section 1.3 (Time table) beginning with the July 25, 2019 date

Oliver W. Porter
Chairman, GSP RFP Selection Committee

From:	Oliver Porter
To:	"Erick A. Brimen"; gabe@newaycapital.com; tristan@zedenorthbay.org; "Rodrigo Quercia"; jdoran@ndlawpolicy.com
Cc:	"Nick Dranias"
Subject:	RFP response to Proposer
Date:	Wednesday, July 24, 2019 1:27:08 PM

To: GSP RFP Selection Committee

Having received no suggested changes to my response to the Proposal by SDEH to be the GSP for the ZNB, I offer the answer below to the Proposer.
Please provide any edits or comments by July 26, so that I may work with you to transmit a final document by July 27.

Oliver
.....

Erick A. Brimen, CEO, SDEH July 27, 2019
1875 Connecticut Ave. NW
10th Floor
Washington, D. C. 2009

In response to the "Response to Request for Proposal" dated June 25, the GSP RFP Selection Committee for the Council of ZEDE North Bay (ZNB) hereby notifies the North Bay GSP, Inc. (Proposer) that for the most part, the Committee views the Proposal favorably, but acceptance of the proposal is dependent upon the negotiation of several factors that are described below.

The following are issues/corrections that have been identified within the proposal. We request that Proposer either: (1) agree with the changes and provide (electronically) a revised Proposal, or, (2) provide a statement with alternative language for further consideration and negotiation.

A. add 7.8: The GSP may at its own expense transfer to the ZNB, temporary personnel to meet one-time or transitory service needs of the ZNB in fulfillment of the Scope of Service herein.

B. 9.1: In last line change "greater" to "lesser".

C. 9.1.2: Further define "fees for services" by inserting: "fees for services, billed by the GSP directly to customers that are not included in the Scope of Services".

D. 9.1.2 "reimbursable expenses" is too vague and open ended.
Suggest: replace "reimbursable expenses" with "expenses for expenditures on behalf of the ZNB, by the GSP, that are not included in the contract. Such expenses must be preapproved by the Council if the individual expense exceeds $1000 dollars".

E. 9.1.2(b) the phrase "... and proportionately reduce the amount" is vague and confusing.

Suggest replace with "… and to reduce the payment proportionate to the cost of services provided by others, divided by the cost of total services provided under the contract"

F. In both the "Presentation of Proposed Scope of Services" and "Exhibit A - Scope of Services", under "Service Tranche 2" the "section 15.3" should be replaced with "15.2".

G. Please furnish for the record, in accordance with 2.1.4 of the RFP, brief Descriptions of the officers and key team members qualifications. These may be furnished electronically in a separate document.

H. Section 20 - In general, the usual approach to the issue of rights for work products, data and copyrights is to distinguish between such materials that are provided exclusively for the Organization to be served and those that are generic. Materials/programs that are created or customized to provide contracted services for the Organization should become the property of the Organization, while generic programs/materials are to remain the property of the Proposer. It is requested that Section 20 be re-worked to reflect such a division of rights.

The following typos were noted in the Proposal and may be corrected on the electronic version.

1. In both the "Presentation of Proposed Scope of Services" and "Exhibit A Scope of Services", under "Service Tranche 2," section "15.3" should be replaced with "15.2".

2. On Proposal page 20 of 21- second line from the bottom, "submit" should be

   "submits".

A response to this request is needed by August 2, 2019.

Please be aware that the ZNB Council has approved a two week delay in all dates specified in section 1.3 (Time table) beginning with the July 25, 2019 date

Oliver W. Porter
Chairman, GSP RFP Selection Committee

From: Tristan Monterroso
To: Gabriel Delgado Ayau
Cc: Erick A. Brimen; Titus Gebel; Rodrigo Quercia; Oliver Porter; Nick Dranias
Subject: Re: Selection Committee on GSP proposal
Date: Tuesday, July 23, 2019 7:37:20 PM

Hello to all,

I have read all of your comments and suggestions.

Thank you.

On Sun, Jul 21, 2019 at 8:06 PM Gabriel Delgado Ayau <gabriel@newayfunds.com> wrote:

> Hi Oliver, all,
>
> I have reviewed the comments made by you and by Dr Schlomach, and I find them to be reasonable and to add to the overall effectiveness of the document. I think that as the GSP begins operations, we will have more data with which to judge wether the RFP is a document that encompasses all of our needs.
>
> Thanks you!
>
> --
> Gabriel Delgado Ayau
> CRO | NeWay Capital LLC
> http://www.newaycapital.com
> CONFIDENTIALITY NOTICE: The information contained in this message is private and confidential. It is intended only to be read by the individual or entity named above. Any distribution of this message by any person who is not the intended recipient is strictly prohibited. If you have received this message in error, do not read it. Please immediately notify the sender and delete it.
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> On Jul 12, 2019, 4:02 PM -0600, Oliver Porter <oliverporter1@comcast.net>, wrote:
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> > Under the terms of the RFP, the committee is allowed to negotiate changes to the Proposal with the Proposer. We had requested at the last Council meeting that your suggestions for changes to the proposal be forwarded to me by Wednesday, July 10,
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> > Having received none, I am providing suggestions in the following three sections:
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> > Please review the above and provide your suggestions. According to the RFP we should have completed our review and negotiations by July 11, to provide a recommendation for approval or rejection to the Council by July 25. Although behind schedule, we can still make the July 25 date, if you will review the above and provide your suggestions by

July 17.

I. My suggestions on the proposal.

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B. 9.1.1 What are Article 44 Funds? Provide reference to them.

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9.1.2(b)

The phrase "... and the proportionately reduce the amount" is vague and confusing. Suggest replace with "… and to reduce the payment proportionate to the cost of services provided by others divided by total services provided under the contract"

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Fifth, in the same vein as my fourth remark, where it comes to road repairs/maintenance, initially set at a $50k maximum, it seems there ought to be a provision that the ZNB will step up and provide the funds for any extraordinary repairs *and be liable should it fail to finance such repairs*. Maybe some level of sovereign immunity is at work here, though. The main thing is to make sure the GSP is not put into receivership should an accident occur due to an extended period of seeming neglect. I do not immediately recall, but immunity might be extended to the GSP through the charter.

Sixth, section 7.7 provides only a partial safeguard against potential patronage problems that could arise from section 7.6. It seems like the GSP could be extorted into hiring someone if the ZNB leadership were somehow corrupted and continually insisted a key position were left open until the "right" person was hired. I would suggest at least a provision that requires the ZNB to give a reason, although the ZNB can insist on someone's firing for *any* reason, no matter how trivial. Then at least the trivial reason would be a matter of public record. I see the same issue arising in section 8.3.

Finally, section 20.2 gives me some cause for concern, although I do not believe there is a simple solution. To the extent that the GSP develops proprietary systems to accomplish ZNB governmental administrative functions, and can take those systems with it, something of a hostage situation arises. The GSP could perform poorly but the ZNB would be reticent to terminate the contract for fear that a new vendor would not be able to maintain certain key functions, at least for a time, without the GSP's proprietary systems. On the other hand, the GSP's systems might not be easily transferred to other applications, rendering the proprietary systems nearly valueless in any other context. I would suggest an arbitrated buyout provision, although I am certain neither party would be satisfied with the end result – meaning it would probably be the fairest it could be. I make this remark even keeping in mind the transition provisions in the contract.

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Byron

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Concur with his approach.

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A re-write of this section may be in order.

The above comments/suggestions are offered for the Committees consideration. Please provide your ideas ASAP.

Oliver

From:	Gabriel Delgado Ayau
To:	Erick A. Brimen; Titus Gebel; Rodrigo Quercia; Tristan Monterroso; Oliver Porter
Cc:	Nick Dranias
Subject:	Re: Selection Committee on GSP proposal
Date:	Sunday, July 21, 2019 7:06:10 PM

Hi Oliver, all,

I have reviewed the comments made by you and by Dr Schlomach, and I find them to be reasonable and to add to the overall effectiveness of the document. I think that as the GSP begins operations, we will have more data with which to judge wether the RFP is a document that encompasses all of our needs.

Thanks you!

--

Gabriel Delgado Ayau
CRO | NeWay Capital LLC
http://www.newaycapital.com
CONFIDENTIALITY NOTICE: The information contained in this message is private and confidential. It is intended only to be read by the individual or entity named above. Any distribution of this message by any person who is not the intended recipient is strictly prohibited. If you have received this message in error, do not read it. Please immediately notify the sender and delete it.

On Jul 12, 2019, 4:02 PM -0600, Oliver Porter <oliverporter1@comcast.net>, wrote:

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>
> You should have received an electronic copy of the "Response to Request for Proposal" dated June 25, 2019
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> The ZNB Council has been established as a Committee-of-the-Whole to act as the selection committee to recommend a contract for a General Service Provider for the ZNB. In that role, it is my opinion (other's are welcome) that the Committee must view any proposal in response to the RFP from the viewpoint of the best interest of the future Residents and Businesses of the ZNB.
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Suggest: replace "reimbursable expenses with " expenses for expenditures on behalf of the ZNB, by the GSP, that are not included in the contract. Such expenses must be preapproved by the Council if the individual expense exceeds $1000 dollars".

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From:	Oliver Porter
To:	"Erick A. Brimen"; "Titus Gebel"; "Gabriel Delgado Ayau"; "Rodrigo Quercia"; "Tristan Monterroso"
Cc:	"Nick Dranias"
Subject:	Selection Committee on GSP proposal
Date:	Friday, July 12, 2019 3:02:06 PM

GSP RFP Selection Committee:

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Oliver

From:	Byron Schlomach
To:	Nick Dranias
Subject:	RE: Commercial Reasonableness Assessment
Date:	Thursday, July 11, 2019 11:07:28 AM
Importance:	High

Hello Nick,

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First, as previously, my perspective is that of a watchdog looking out for future ZNB residents. Given that perspective, I reviewed the contract critically with an eye toward making sure it works neither to the lopsided advantage of the ZNB nor the GSP because either situation would render the contract unworkable and would only harm ZNB citizens/residents. My remarks, which are few, are made in this context.

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"right" person was hired. I would suggest at least a provision that requires the ZNB to give a reason, although the ZNB can insist on someone's firing for *any* reason, no matter how trivial. Then at least the trivial reason would be a matter of public record. I see the same issue arising in section 8.3.

Finally, section 20.2 gives me some cause for concern, although I do not believe there is a simple solution. To the extent that the GSP develops proprietary systems to accomplish ZNB governmental administrative functions, and can take those systems with it, something of a hostage situation arises. The GSP could perform poorly but the ZNB would be reticent to terminate the contract for fear that a new vendor would not be able to maintain certain key functions, at least for a time, without the GSP's proprietary systems. On the other hand, the GSP's systems might not be easily transferred to other applications, rendering the proprietary systems nearly valueless in any other context. I would suggest an arbitrated buyout provision, although I am certain neither party would be satisfied with the end result – meaning it would probably be the fairest it could be. I make this remark even keeping in mind the transition provisions in the contract.

That's it! The contract and the RFP appear to me to have been well thought out and are very thorough in describing the scope of services. Very impressive.

Byron

Byron Schlomach, Ph.D.
Director
1889 Institute (www.1889institute.org)
(405) 646-3272

From: Nick Dranias [mailto:ndranias@secure-newaycapital.com]
Sent: Tuesday, June 25, 2019 11:29 AM
To: Byron Schlomach <bschlomach@1889institute.org>
Cc: Titus Gebel <tgebel@newaycapital.com>
Subject: Commercial Reasonableness Assessment

Byron:

What would you likely charge in hours to review this agreement for PPP commercial reasonableness? Deadline would be 2 weeks.

Obviously, this is a unprecedented circumstance involving a startup government and a greenfield location where no one will be forced to live or work under the government (all will be 100% true consent-driven). The normal rules of commercial reasonableness would need to be reconsidered in this PPP context.

I'd like to make sure that we consider your thoughts before concluding the contracting process.

Nick Dranias, esq.

General Counsel | NEWAY Capital LLC*
www.newaycapital.com

* Acting from time to time as General Counsel on behalf of affiliated entities, including Sociedad para el Desarrollo Socioeconómico de Honduras, LLC

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From: Gabriel Delgado Ayau
To: Erick A. Brimen; Titus Gebel; gabe@newaycapital.com; Rodrigo Quercia; Tristan Monterroso; Oliver Porter
Cc: Nick Dranias
Subject: RE: GSP RFP Fed-Ex Delivery Confirmation
Date: Thursday, June 27, 2019 4:16:44 AM

It's agreeable to me Oliver. I will review. Thank you,

--

Gabriel Delgado Ayau
CRO | NeWay Capital LLC
http://www.newaycapital.com
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On Jun 25, 2019, 3:58 PM -0400, Oliver Porter <oliverporter1@comcast.net>, wrote:

> Council Members,
> The proposal referenced below has been received and notice of receipt provided.
>
> It has been my understanding that the Council will act as a committee-of the-whole, in evaluating and approving the proposal. Per the RFP, we have one month to respond. with an acceptance, negotiated changes, or rejection, of the proposal. This will require your immediate attention to the RFP and the Proposal to meet the deadline.
>
> I propose that we first review the response individually and provide comments or suggested changes to me by July 2. Depending upon the volume of comments/suggestions, I will attempt to capture the essence of your input and provide either: a consolidated response for your consideration , or, try to arrange a special video conference if there is too much dissent.
>
> Please let me know if you are in agreement with this procedure.
>
> Oliver Porter
>
> ---
>
> **From:** Oliver Porter [mailto:oliverporter1@comcast.net]
> **Sent:** Tuesday, June 25, 2019 3:37 PM
> **To:** 'Nick Dranias'
> **Cc:** 'Erick A. Brimen'; 'Titus Gebel'; 'gabe@newaycapital.com'; 'Rodrigo Quercia'; 'Tristan Monterroso'
> **Subject:** RE: GSP RFP Fed-Ex Delivery Confirmation
>
> Mr.. Dranias,
> As the designated recipient for responses to the ZNB RFP for services within the ZNB, I acknowledge that the GSP RFP response has been filed in a timely manner with the receipt of the Email version of the response on June 25, 2019.
>
> Oliver Porter
> Council Member
>
> ---
>
> **From:** Nick Dranias [mailto:ndranias@secure-newaycapital.com]
> **Sent:** Tuesday, June 25, 2019 12:03 PM
> **To:** Oliver Porter
> **Cc:** Oliver Porter; 'Erick A. Brimen'; Titus Gebel; 'Gabriel Delgado Ayau'; 'Rodrigo Quercia'; Tristan Monterroso
> **Subject:** GSP RFP Fed-Ex Delivery Confirmation
>
> Dear Mr. Porter and Council Members:

Attached please find proof that the proposal in response to the GSP RFP was placed with Fed Ex before 12:00 p.m. ET for next day delivery. I am assuming the "mailbox rule" applies to the timeliness of the submission under the ZNB RFP.

Please let me know if this is problematic.

Very truly yours,

Nick Dranias, esq.

General Counsel | NEWAY Capital LLC*
www.newaycapital.com

* Acting from time to time as General Counsel on behalf of affiliated entities, including Sociedad para el Desarrollo Socioeconómico de Honduras, LLC

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ndranias@ndlawpolicy.com

From: Byron Schlomach <bschlomach@1889institute.org>
Sent: Wednesday, September 25, 2019 12:36 PM
To: ndranias@ndlawpolicy.com
Cc: oporter@newaycapital.com
Subject: RE: URGENT FW: Third Amended GSP RFP Proposal Signature Ready-Final has been sent out for signature to ebrimen@newaycapital.com and Nicholas Jenkins

On review of the current version of the GSP agreement (date of this email: Sept. 25, 2019), as with the initial version, commercially reasonable as well as improved.

_____

Byron Schlomach, Ph.D.
Director
1889 Institute (www.1889institute.org)
(405) 646-3272

From: ndranias@ndlawpolicy.com [mailto:ndranias@ndlawpolicy.com]
Sent: Wednesday, September 25, 2019 1:46 PM
To: Byron Schlomach <bschlomach@1889institute.org>
Cc: oporter@newaycapital.com
Subject: URGENT FW: Third Amended GSP RFP Proposal Signature Ready-Final has been sent out for signature to ebrimen@newaycapital.com and Nicholas Jenkins

Byron – could you please review and opine on the commercial reasonableness of this GSP agreement?

This is urgent in that the council wants to consider tomorrow.

Thanks!

_____

Nick Dranias, esq.

Nick Dranias Law & Policy Analysis LLC

www.ndlawpolicy.com

3145 E. Chandler Blvd., Ste 110

Phoenix, AZ 85048

Mobile: 602-228-2582

Office: 602-539-2703

Fax: 602-483-1658

skype: Nick.Dranias

ndranias@ndlawpolicy.com

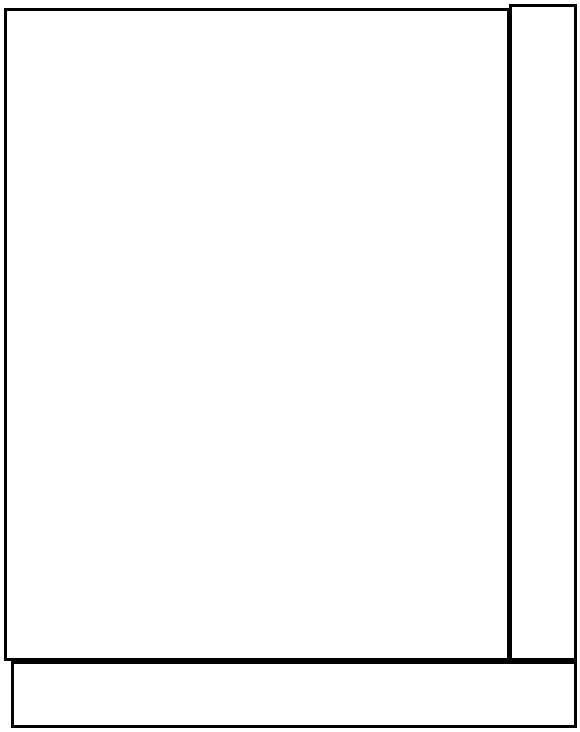
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From: Adobe Sign <echosign@echosign.com>
Sent: Wednesday, September 25, 2019 2:38 PM
To: Nicholas Dranias <ndranias@ndlawpolicy.com>
Subject: Third Amended GSP RFP Proposal Signature Ready-Final has been sent out for signature to ebrimen@newaycapital.com and Nicholas Jenkins



Your Agreement Has Been Sent for Signature!



- Adobe Sign has sent **Third Amended GSP RFP Proposal Signature Ready-Final** to ebrimen@newaycapital.com and Nicholas Jenkins for signature.
- A copy (cc) has also been sent to gdelgado@newaycapital.com, tmurcott@newaycapital.com, vperez@newaycapital.com, and 5 more.
- When all participants have completed **Third Amended GSP RFP Proposal Signature Ready-Final** all parties (including a cc to gdelgado@newaycapital.com, oporter@newaycapital.com, bschlomach@1889institute.org, and 5 more) will receive a final PDF copy by email.

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ndranias@ndlawpolicy.com

From: Byron Schlomach <bschlomach@1889institute.org>
Sent: Wednesday, September 25, 2019 1:12 PM
To: ndranias@ndlawpolicy.com
Subject: RE: Nicholas Dranias has copied you on Third Amended GSP RFP Proposal Signature Ready-Final.

I emailed Oliver late last night and said I thought it looked good. He said he thought that consensus was forthcoming.

_____

Byron Schlomach, Ph.D.
Director
1889 Institute (www.1889institute.org)
(405) 646-3272

From: ndranias@ndlawpolicy.com [mailto:ndranias@ndlawpolicy.com]
Sent: Wednesday, September 25, 2019 2:51 PM
To: Byron Schlomach <bschlomach@1889institute.org>
Subject: RE: Nicholas Dranias has copied you on Third Amended GSP RFP Proposal Signature Ready-Final.

No. Just need you to email Oliver.

_____

Nick Dranias, esq.

Nick Dranias Law & Policy Analysis LLC

www.ndlawpolicy.com

3145 E. Chandler Blvd., Ste 110

Phoenix, AZ 85048

Mobile: 602-228-2582

Office: 602-539-2703

Fax: 602-483-1658

skype: Nick.Dranias

ndranias@ndlawpolicy.com

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From: Byron Schlomach <bschlomach@1889institute.org>
Sent: Wednesday, September 25, 2019 3:37 PM
To: Nicholas Dranias <ndranias@ndlawpolicy.com>
Subject: RE: Nicholas Dranias has copied you on Third Amended GSP RFP Proposal Signature Ready-Final.

I need to sign somewhere?

_____

Byron Schlomach, Ph.D.

Director

1889 Institute (www.1889institute.org)

(405) 646-3272

From: Nicholas Dranias [mailto:echosign@echosign.com]
Sent: Wednesday, September 25, 2019 1:38 PM
To: Byron Schlomach <bschlomach@1889institute.org>
Subject: Nicholas Dranias has copied you on Third Amended GSP RFP Proposal Signature Ready-Final.

Attached is Your Copy (Cc) of Third Amended GSP RFP Proposal Signature Ready-Final

Nicholas Dranias has copied you on Third Amended GSP RFP Proposal Signature Ready-Final. **After all participants complete the document you will receive a final PDF copy by email.**

To: ebrimen@newaycapital.com and Nicholas Jenkins
From: Nicholas Dranias (Nick Dranias Law & Policy Analysis LLC)

Please review and complete Third Amended GSP RFP Proposal Signature Ready-Final. PLEASE NOTE DRANIAS RECOMMENDS DR. BYRON SCHLOMACH REVIEW AND OFFER HIS OPINION TO THE SELECTION COMMITTEE AND COUNCIL AS TO COMMERCIAL REASONABLENESS BEFORE CONSIDERATION FOR APPROVAL/DISAPPROVAL.

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ndranias@ndlawpolicy.com

From: Byron Schlomach <bschlomach@1889institute.org>
Sent: Wednesday, September 18, 2019 10:15 AM
To: ndranias@ndlawpolicy.com
Subject: RE: Amended GSP RFP Proposal Signature Ready-Final between Nick Dranias Law & Policy Analysis LLC, ERICK A. BRIMEN and Nicholas Jenkins is Signed and Filed!

Could you send Oliver's email address? Sorry about the trouble.

I will do this sooner than later.

Byron

_____

Byron Schlomach, Ph.D.
Director
1889 Institute (www.1889institute.org)
(405) 646-3272

From: ndranias@ndlawpolicy.com [mailto:ndranias@ndlawpolicy.com]
Sent: Wednesday, September 18, 2019 10:55 AM
To: Byron Schlomach <bschlomach@1889institute.org>
Subject: FW: Amended GSP RFP Proposal Signature Ready-Final between Nick Dranias Law & Policy Analysis LLC, ERICK A. BRIMEN and Nicholas Jenkins is Signed and Filed!

Byron – here is the amended GSP agreement taking into consideration your earlier comments. The council needs to approve or disapprove by September 26. Could you coordinate with Oliver and offer your final opinion?

_____

Nick Dranias, esq.

Nick Dranias Law & Policy Analysis LLC

www.ndlawpolicy.com

3145 E. Chandler Blvd., Ste 110

Phoenix, AZ 85048

Mobile: 602-228-2582

Office: 602-539-2703

Fax: 602-483-1658

skype: Nick.Dranias

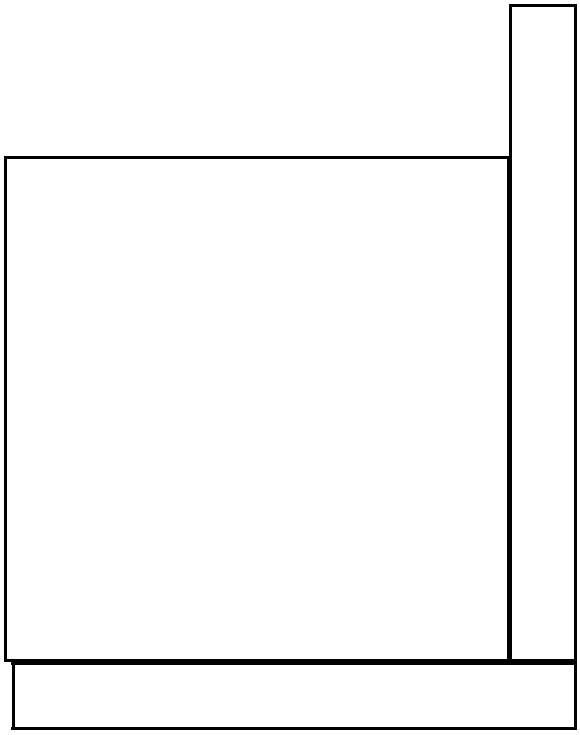
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From: Adobe Sign <echosign@echosign.com>
Sent: Wednesday, September 18, 2019 8:36 AM
To: ERICK A. BRIMEN <ebrimen@newaycapital.com>; Nicholas Jenkins <njenkins@newaycapital.com>; Nicholas Dranias <ndranias@ndlawpolicy.com>
Cc: Oliver Porter <oliverporter1@comcast.net>; gdelgado@newaycapital.com; Jeanette Doran <jdoran@ndlawpolicy.com>; rquercia@newaycapital.com; tristan@zedenorthbay.org; oporter@newaycapital.com
Subject: Amended GSP RFP Proposal Signature Ready-Final between Nick Dranias Law & Policy Analysis LLC, ERICK A. BRIMEN and Nicholas Jenkins is Signed and Filed!





Amended GSP RFP Proposal Signature Ready-Final between Nick Dranias Law & Policy Analysis LLC, ERICK A. BRIMEN and Nicholas Jenkins is Signed and Filed!

To: ERICK A. BRIMEN, Nicholas Jenkins and Nicholas Dranias

Cc: Oliver Porter, gdelgado@newaycapital.com, Jeanette Doran, rquercia@newaycapital.com, and 2 more

Attached is a final copy of **Amended GSP RFP Proposal Signature Ready-Final**.

Copies have been automatically sent to all parties to the agreement.

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ndranias@secure-newaycapital.com

From: Byron Schlomach <bschlomach@1889institute.org>
Sent: Tuesday, July 30, 2019 12:55 PM
To: Erick A. Brimen; Oliver Porter
Cc: Nick Dranias; Rodrigo Quercia; gabe@newaycapital.com; jdoran@ndlawpolicy.com; tristan@zedenorthbay.org
Subject: RE: GSP RFP timeline

After getting some additional detail from Nick Dranias in order to get a full picture, and given the overall circumstances and negligible impact on future deadlines, I consider this action relatively benign and, therefore, commercially reasonable.

Byron

_____

Byron Schlomach, Ph.D.
Director
1889 Institute (www.1889institute.org)
(405) 646-3272

From: Erick A. Brimen [mailto:ebrimen@newaycapital.com]
Sent: Monday, July 29, 2019 9:11 PM
To: Oliver Porter <oliverporter1@comcast.net>
Cc: Byron Schlomach <bschlomach@1889institute.org>; Nick Dranias <ndranias@secure-newaycapital.com>; Rodrigo Quercia <rodrigo@newayfunds.com>; gabe@newaycapital.com; jdoran@ndlawpolicy.com; tristan@zedenorthbay.org
Subject: Re: GSP RFP timeline

I agree - but before I cast my vote, I request the expert opinion of Dr. Byron Schlomach (whom I copy) with regards to the commercial reasonableness is this. I do so out of abundance of caution given that I am also directly in the side of the GSP for this particular matter.

On Mon, Jul 29, 2019 at 9:53 PM Oliver Porter <oliverporter1@comcast.net> wrote:

> GSP RFP Selection Committee
>
> An RFP for a General Service Provider was issued on May 9, 2019.
> A proposal by North Bay GSP, Inc. (Proposer) was received on June 25, 2019.
> The Selection Committee issued a response on July 27, with the request that North Bay GSP, Inc. respond by August 2, 2019.
> Subsequently, the following has been received from the Proposer, requesting a delay in the time table due to the unavailability of key personnel, and the timing of CAMP concurrence with the recently approved Charter
>
> "**September 26, 2019 *(further extended from August 8, 2019, which was previously extended from the original deadline of July 25, 2019)*: ZNB Council approves proposal or rejects and returns proposal,**

requesting modifications. If ZNB Council approves proposal, ZNB Trust accepts proposal and enters into contract with GSP designated by Promoter/Organizer.

I recommend the acceptance of the new time table as proposed by North Bay GSP, Inc.In my opinion this change will not delay the overall time table as set forth in the RFP.

Please indicate your acceptance/rejection of the change by August 1, 2019.
Oliver W. Porter

--

Erick A. Brimen

CEO | NEWAY Capital LLC
http://www.newaycapital.com

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ndranias@secure-newaycapital.com

From: Byron Schlomach <bschlomach@1889institute.org>
Sent: Thursday, July 11, 2019 11:07 AM
To: Nick Dranias
Subject: RE: Commercial Reasonableness Assessment

Importance: High

Hello Nick,

Overall, I consider the contract to be commercially reasonable. I do have a few comments, though.

First, as previously, my perspective is that of a watchdog looking out for future ZNB residents. Given that perspective, I reviewed the contract critically with an eye toward making sure it works neither to the lopsided advantage of the ZNB nor the GSP because either situation would render the contract unworkable and would only harm ZNB citizens/residents. My remarks, which are few, are made in this context.

Second, perhaps there is a preliminary response to the RFP that is not included here, but I do not see the sort of detailed personnel qualifications the RFP asks for. The contract promises to provide such personnel with high qualifications and with ZNB approval, and given where things stand as to actual physical development, it does seem unreasonable to think a whole cadre of specific individuals could be lined up at this point. I just want to clarify what I am presuming to be the reason for the lack of this information.

Third, it might be too late for something this trivial, but I spotted a few clerical errors. Two of these seem somewhat substantive: i) there is a section 2.6 and a 2.8, but no 2.7, ii) In Section 11 (p. 8 of 21), 5 and 10 year terms are mentioned where it should be one or the other (probably 10), iii) on page 20 of 21, 2nd line from the bottom, "submit" should be "submits", and iv) on pdf page 80, section 4.1.18.3 of the RFP, the conjunction should be "and", not "or" or maybe it should be "and/or".

Fourth, it seems like the GSP is taking on a good deal of risk, although the staged implementation of functions should allow for the gradual ramping up of services. Nevertheless, despite my fiscally conservative tendencies, I must admit that it looks as if the GSP will be on a very tight budget. Nonetheless, there appear to be adequate provisions for managing dynamic needs through the contract's administration.

Fifth, in the same vein as my fourth remark, where it comes to road repairs/maintenance, initially set at a $50k maximum, it seems there ought to be a provision that the ZNB will step up and provide the funds for any extraordinary repairs *and be liable should it fail to finance such repairs*. Maybe some level of sovereign immunity is at work here, though. The main thing is to make sure the GSP is not put into receivership should an accident occur due to an extended period of seeming neglect. I do not immediately recall, but immunity might be extended to the GSP through the charter.

Sixth, section 7.7 provides only a partial safeguard against potential patronage problems that could arise from section 7.6. It seems like the GSP could be extorted into hiring someone if the ZNB leadership were somehow corrupted and continually insisted a key position were left open until the "right" person was hired. I would suggest at least a provision that requires the ZNB to give a reason, although the ZNB can insist on someone's firing for *any* reason, no matter how trivial. Then at least the trivial reason would be a matter of public record. I see the same issue arising in section 8.3.

Finally, section 20.2 gives me some cause for concern, although I do not believe there is a simple solution. To the extent that the GSP develops proprietary systems to accomplish ZNB governmental administrative functions, and can take those systems with it, something of a hostage situation arises. The GSP could perform poorly but the ZNB would be

reticent to terminate the contract for fear that a new vendor would not be able to maintain certain key functions, at least for a time, without the GSP's proprietary systems. On the other hand, the GSP's systems might not be easily transferred to other applications, rendering the proprietary systems nearly valueless in any other context. I would suggest an arbitrated buyout provision, although I am certain neither party would be satisfied with the end result – meaning it would probably be the fairest it could be. I make this remark even keeping in mind the transition provisions in the contract.

That's it! The contract and the RFP appear to me to have been well thought out and are very thorough in describing the scope of services. Very impressive.

Byron

_____

Byron Schlomach, Ph.D.
Director
1889 Institute (www.1889institute.org)
(405) 646-3272

From: Nick Dranias [mailto:ndranias@secure-newaycapital.com]
Sent: Tuesday, June 25, 2019 11:29 AM
To: Byron Schlomach <bschlomach@1889institute.org>
Cc: Titus Gebel <tgebel@newaycapital.com>
Subject: Commercial Reasonableness Assessment

Byron:

What would you likely charge in hours to review this agreement for PPP commercial reasonableness? Deadline would be 2 weeks.

Obviously, this is a unprecedented circumstance involving a startup government and a greenfield location where no one will be forced to live or work under the government (all will be 100% true consent-driven). The normal rules of commercial reasonableness would need to be reconsidered in this PPP context.

I'd like to make sure that we consider your thoughts before concluding the contracting process.

Nick Dranias, esq.

General Counsel | NEWAY Capital LLC*
www.newaycapital.com

* Acting from time to time as General Counsel on behalf of affiliated entities, including Sociedad para el Desarrollo Socioeconómico de Honduras, LLC

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Contact

redneckeconomist@reagan.com

www.linkedin.com/in/bschlomach (LinkedIn)
www.goldwaterinstitute.org (Company)

Top Skills

Policy
Government
Research

Byron Schlomach

Director of State Policy at 1889 Institute
Oklahoma City, Oklahoma Area

Summary

Texas, Arizona, and Oklahoma public policy experience of 20 years, working for a state legislator, the Comptroller of Public Accounts,and three think tanks. Have studied and written on education, transportation, tax, and spending policy.

Professional goal is to continue contributing to the preservation of a free society.

Specialties: Government liaison, transportation, education, tax policy

Experience

1889 Institute
Director of State Policy
April 2015 - Present
Oklahoma City, Oklahoma

We study and innovate in policies regarding education, health care, welfare, economic liberty and state finance.

Goldwater Institute
Director, Center for Economic Prosperity
September 2007 - March 2015 (7 years 7 months)

Study, write, and facilitate research on fiscal policy, including a number of subjects that affect the budget position of the State of Arizona.

Texas Public Policy Foundation
Chief Economist and Director, Center for Fiscal Policy
December 2003 - August 2007 (3 years 9 months)

Texas Education Agency
Administrator
June 2003 - November 2003 (6 months)

Aided in the administration of Texas' charter schools

Texas Comptroller of Public Accounts

Researcher

July 1999 - November 2003 (4 years 5 months)

Researched a variety of issues including small business, school start date, Texas tourism, school finance, education reform issues, and the Texas state budget

Texas House of Representatives

Legislative Aide

1994 - 2003 (10 years)

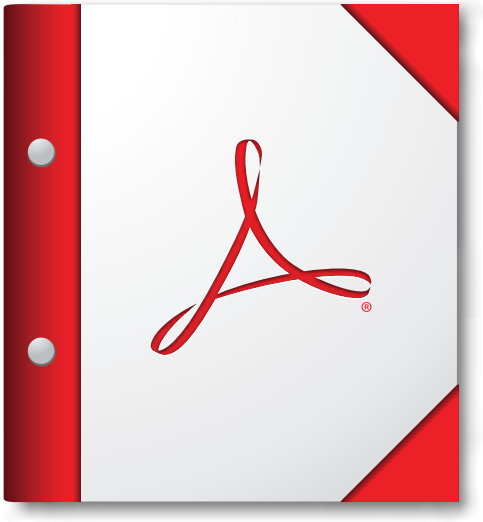
Education

Texas A&M University

PhD, Economics · (1985 - 1994)

Texas A&M University

BS, Economics · (1981 - 1984)



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9-26-19 Regular Meeting PZ Minutes

Final Audit Report 2019-10-19

Created:	2019-10-15
By:	Nicholas Dranias (ndranias@ndlawpolicy.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA53IUdMMs4yTYXw7Ugkn2tVTr3llrYFVS

"9-26-19 Regular Meeting PZ Minutes" History

Document created by Nicholas Dranias (ndranias@ndlawpolicy.com)
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